

Devon J. Eggert, Esq. (*pro hac vice pending*)  
FREEBORN & PETERS LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606-6677  
Telephone: 312.360.6000  
Facsimile: 312.360.6520  
deggert@freeborn.com

*Counsel for Korpak, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
In re: : Chapter 11  
: Case No. 18-23538 (RDD)  
SEARS HOLDINGS CORPORATION, *et al.*, : (Jointly Administered)  
Debtors.<sup>1</sup> :  
:-----x

**KORPACK, INC.'S RENEWED OBJECTION TO THE SECOND SUPPLEMENTAL  
NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT  
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN  
CONNECTION WITH GLOBAL SALE TRANSACTION**

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179

Korpack, Inc. (“Korpack”), by and through its undersigned counsel, hereby submits this objection (the “Renewed Objection”) to the *Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction* (the “Second Cure Notice”) (Doc. No. 2314), and in support hereof states as follows:

1. On October 15, 2018, Sears Holding Corporation and its affiliated debtor entities (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the U.S. Bankruptcy Court for the Southern District of New York.
2. On January 18, 2019, the Debtors filed the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction* (the “First Cure Notice”) (Doc. No. 1731), which identified executory contracts between the Debtors and as having a cure cost of \$174,656.
3. On January 26, 2019, Korpack filed an objection (the “First Objection”) to the First Cure Notice, asserting that the amount due and owing to Korpack under the relevant agreements totals \$204,400.17.
4. The Second Cure Notice also lists Korpack agreements, and asserts a cure amount of \$0.00. (Second Cure Notice, Exhibit A, Nos. 199-202.)
5. Korpack objects to the Second Cure Notice because the amount due and owing to Korpack under the relevant agreements totals \$204,400.17.
6. Accordingly, Korpack objects to the assumption and assignment of executory contracts identified as Nos. 199-202 in the Second Cure Notice unless the Debtors agree to pay \$204,400.17 in cure costs or such other amount as the parties may mutually agree.

Dated: February 8, 2019

**FREEBORN & PETERS LLP**

/s/ Devon J. Eggert

Devon J. Eggert, Esq. (*pro hac vice pending*)  
FREEBORN & PETERS LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Telephone: 312.360.6000  
Facsimile: 312.360.6995

*Counsel for Korpak, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 8, 2019, an electronic copy of the Objection was filed using the Court's ECF System and via e-mail to the Objection Recipients (as defined in the Cure Notice to include Bid Notice Parties, the Buyer Parties, and the Consultation Parties) identified on the Service List below.

/s/ Devon J. Eggert  
Devon J. Eggert

**Service List**

1. Bid Notice Parties
  - a. Debtors
    - i. Rob Riecker: [rob.riecker@searshc.com](mailto:rob.riecker@searshc.com)
    - ii. Luke Valentino: [luke.valentino@searshc.com](mailto:luke.valentino@searshc.com)
    - iii. Mohsin Meghji: [mmeghji@miiipartners.com](mailto:mmeghji@miiipartners.com)
    - iv. General Counsel: [counsel@searshc.com](mailto:counsel@searshc.com)
  - b. Debtors' counsel
    - i. Ray Schrock, Esq.: [ray.schrock@weil.com](mailto:ray.schrock@weil.com)
    - ii. Jacqueline Marcus, Esq.: [jacqueline.marcus@weil.com](mailto:jacqueline.marcus@weil.com)
    - iii. Garrett A. Fail, Esq.: [garrett.fail@weil.com](mailto:garrett.fail@weil.com)
    - iv. Sunny Singh, Esq.: [sunny.singh@weil.com](mailto:sunny.singh@weil.com)
    - v. Ellen J. Odoner, Esq.: [Ellen.Odoner@weil.com](mailto:Ellen.Odoner@weil.com)
    - vi. Gavin Westerman, Esq.: [Gavin.Westerman@weil.com](mailto:Gavin.Westerman@weil.com)
  - c. Debtors' investment banker:
    - i. Brandon Aebersold and Levi Quaintance: [project.blue.rx@lazard.com](mailto:project.blue.rx@lazard.com)
2. Consultation Parties
  - a. Bank of America
    - i. Paul Leake, Esq.: [Paul.Leake@skadden.com](mailto:Paul.Leake@skadden.com)
    - ii. Shana Elberg, Esq.: [Shana.Elberg@skadden.com](mailto:Shana.Elberg@skadden.com)
    - iii. George Howard, Esq.: [George.Howard@skadden.com](mailto:George.Howard@skadden.com)
  - b. Wells Fargo Bank
    - i. Kevin J. Simard, Esq.: [ksimard@choate.com](mailto:ksimard@choate.com)
    - ii. Jonathan D. Marshall, Esq.: [jmarshall@choate.com](mailto:jmarshall@choate.com)
  - c. Committee
    - i. Ira S. Dizengoff, Esq.: [idizengoff@akingump.com](mailto:idizengoff@akingump.com)
    - ii. Philip C. Dublin, Esq.: [pdublin@akingump.com](mailto:pdublin@akingump.com)
    - iii. Abid Qureshi, Esq.: [aqureshi@akingump.com](mailto:aqureshi@akingump.com)
    - iv. Sara L. Brauner, Esq.: [sbrauner@akingump.com](mailto:sbrauner@akingump.com)
3. Successful Bidder Parties
  - a. Successful Bidder
    - i. Kunal S. Kamlani: [kunal@eslinvest.com](mailto:kunal@eslinvest.com)
    - ii. Harold Talisman: [harold@eslinvest.com](mailto:harold@eslinvest.com)
  - b. Counsel
    - i. Christopher E. Austin, Esq.: [caustin@cgsh.com](mailto:caustin@cgsh.com)
    - ii. Benet J. O'Reilly, Esq.: [boreilly@cgsh.com](mailto:boreilly@cgsh.com)
    - iii. Sean A. O'Neal, Esq.: [soneal@cgsh.com](mailto:soneal@cgsh.com)